

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

BABCOX MEDIA, INC.,)	CASE NO.: 5:19-cv-01786
)	
Plaintiff,)	JUDGE SARA LIOI
)	
vs.)	
)	DECLARATION OF
TFI ENVISION, INC., <i>et al.</i> ,)	<u>GREG CIRA</u>
)	
Defendants.)	
)	

I, Greg Cira, pursuant to 28 U.S.C. § 1746, declare as follows:

1. I am the President of Plaintiff Babcox Media, Inc. ("Babcox"), and I make this declaration with respect to the *Babcox Media, Inc. v. TFI Envision, Inc., et al.* legal action, based on my personal knowledge and information, and my review of records and documents maintained by Babcox in the ordinary course of its business.
2. Babcox Media, Inc. ("Babcox") is located in Akron, Ohio and is a supplier of media services, including paper and on line publications, which, acting in conjunction with advertising and media placement companies, connects brand marketers with niche audiences in the automotive, auto care, power sports and truck fleet markets in Ohio and elsewhere.
3. TFI Envision, Inc. ("TFI") is an advertising agency and media buyer for clients, including but not limited to, those who wish to place automotive advertising in media created, controlled and distributed by Babcox. Between 2015 and 2019, TFI has negotiated and entered into numerous placement agreements with Plaintiff in Ohio, bought and placed direct client advertising with Babcox in Ohio, and paid Plaintiff itself for advertising services performed in Ohio pursuant to TFI's orders, including for one of Babcox's long time advertisers, Standard Motor Products ("SMP"). All of Babcox's professional services for TFI have been performed in Ohio. True and accurate copies of representative placement agreements and billing records between TFI and Babcox are attached hereto as Exhibit 1.
4. Prior to 2018, Babcox has never done business with Hillcorp, LLC, HillStory Media or Sean-Patrick Hillman (collectively "Hillman"). In or around 2018, TFI contacted Babcox and indicated it would be placing some orders with Babcox for SMP and other advertisers, working jointly with Hillman as its partner or agent, because Hillman allegedly had expertise in various online media platforms. TFI indicated it would still receive the payment from SMP and other advertisers itself, and ensure Babcox was paid for its services. But for TFI's involvement, Babcox would not have done business with Hillman.

EXHIBIT

A

5. Babcox subsequently received large number of joint advertising placement orders in 2018 bearing both the TFI and Hillman logos, indicating to Babcox that the orders were being collectively placed by TFI and Hillman. Relying on this, Babcox provided in excess of \$100,000 worth of advertising services to the Defendants in Ohio. True and accurate copies of representative joint placement orders between Babcox and TFI/Hillman are attached hereto as Exhibit 2.

6. Babcox was not paid for all of its work performed under the joint TFI/Hillman placement orders, and thus reached out to TFI and Hillman about this. TFI, acting through its President Elizabeth Ball ("Ball"), indicated it had received the payment for this work from SMP and other advertisers, but rather than paying Babcox directly as it had done many time in the past, instead forwarded the money to its partner Hillman. However, neither TFI or Hillman have fully paid for Babcox's services at issue in this action.

7. During ongoing discussions in 2019 about the failure of TFI and Hillman to pay for their joint orders, Ball told Babcox that TFI would follow up with Hillman and make sure Babcox was paid. Babcox also communicated with Hillman, who acknowledged he received the money SMP paid for the Orders placed with the joint TFI/Hillman logos, and made numerous promises to pay. However, neither Hillman or TFI have fully paid Babcox for their joint Orders to date.

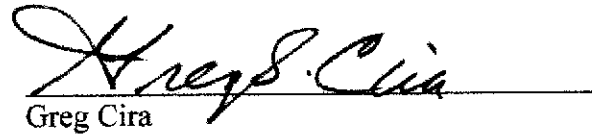
8. Babcox subsequently communicated with SMP in 2019 and 2020 about the failure of TFI and Hillman to pay for its placement orders. SMP provided Babcox with a copy of a Statement of Work agreement between SMP on one hand, and TFI and Hillman acting jointly as the "Agency" on the other hand, prepared and signed by Elizabeth Ball of TFI and Carol Karpa of Hillman, whereby TFI and Hillman were to perform extensive media placement services for SMP for a renewable one year term beginning on January 1, 2019. This agreement bears the same joint TFI/Hillman logo as is found on their Babcox placement orders at issue in this lawsuit. After neither TFI or Hillman paid Babcox for their joint orders, Babcox was informed that SMP terminated its agreement with them for that reason. A true and accurate copy of the joint TFI/Hillman - SMP Statement of Work agreement is attached hereto as Exhibit 3.

9. Paragraph (1), (a) on page 3 of 4 of the SMP - TFI/Hillman Statement of Work agreement, "Legal Relationship Details, Payments," provides in pertinent part "The Agency [TFI/Hillman] shall be solely liable for payment of all vendor invoices, once the Agency has been paid for those invoices by the Client." SMP also confirmed that it paid TFI for the subject placement orders.

10. TFI continued to negotiate and place advertisements with Babcox in Ohio, through 2019. Copies of representative orders TFI has negotiated and placed with Babcox in Ohio are attached hereto as Exhibit 3.

11. Defendants TFI and Hillman reached out to Babcox and initiated contact with Babcox in Ohio regarding the placement orders at issue, and the terms of the Orders were negotiated by them during phone and email communications with Babcox in Ohio. Babcox fully performed the work required under the Orders in Ohio. Payment was required to be made to Babcox in Ohio. The advertising placed arising the Orders was published in Ohio and elsewhere.

I declare under penalty of perjury this 5 day of February, 2021 that the forgoing is true and correct, to the best of my knowledge and information.


Greg Cira

Della Femina Advertising

MAGAZINE ORDER REVISION

Counterman
Babcox Media, Inc
3550 Embassy Pkwy
Akron, OH 44333-8313

Glenn Warner
Babcox Media, Inc
3550 Embassy Pkwy
Akron, OH 44333-8313
gwarner@babcox.com
330-670-1234 #212
Fax 330-670-7157

Publication : Counterman
Client : TFI Envision, Inc/SMP
Division : TFI Envision, Inc/SMP
Product : Standard Motor Products
Campaign :

Order No. : 003861-01 Date : 1/14/2015
Page : 1 of 3 Ven/Rep : counte
Buyer : Lindsey Kerndt
Description : SMP 2015 Counterman

Line	Insert Date	Ad Size	Headline	Material Due	Gross Amount
REVISED					
001	1/1/2015	P4C	TechSmart	12/19/2014	5,072 30
Edition/Issue : January Space Close : 12/16/2014 Material Notes : Tina Purnell tpurnell@babcox.com 330-670-1234 x 243					
002	2/1/2015	P4C	TechSmart	1/26/2015	5 072 30
Edition/Issue : February Space Close : 1/19/2015 Material Notes : Tina Purnell tpurnell@babcox.com 330-670-1234 x 243					
003	3/1/2015	P4C	App Promotion	2/18/2015	5 072 30
Edition/Issue : March Space Close : 2/18/2015 Material Notes : Tina Purnell tpurnell@babcox.com 330-670-1234 x 243					
004	4/1/2015	P4C	Make It QWIK Promotion	3/23/2015	5 072 30
Edition/Issue : April Space Close : 3/16/2015 Material Notes : Tina Purnell tpurnell@babcox.com 330-670-1234 x 243					
005	4/1/2015	8-Page Tip In	Creative TBD	4/1/2015	14 450 00
Edition/Issue : April Tip-In Space Close : 4/1/2015 Instructions : Material Deadlines TBD Material Notes : Tina Purnell tpurnell@babcox.com 330-670-1234 x 243					
011	5/1/2015	P4C	TechSmart	4/7/2015	5 072 30
Edition/Issue : May Space Close : 3/31/2015 Material Notes : Tina Purnell tpurnell@babcox.com 330-670-1234 x 243					

EXHIBIT

A-1

Della Femina Advertising

MAGAZINE ORDER REVISION

Counterman
Babcox Media, Inc.
3550 Embassy Pkwy.
Akron, OH 44333-8313

Glenn Warner
Babcox Media, Inc.
3550 Embassy Pkwy.
Akron, OH 44333-8313
gwarner@babcox.com
330-670-1234 #212
Fax: 330-670-7157

Publication : Counterman
Client : TFI Envision, Inc./SMP
Division : TFI Envision, Inc./SMP
Product : Standard Motor Products
Market :

Order No. : 004272-00 Date : 10/8/2017
Page : 1 of 2 Ver/Rep : counte
Buyer : Susan Farren
Description : SMP 2017 Counterman Magazine

Line	Insert Date	Ad Size	Headline	Material Due	Gross Amount
001	3/1/2017	2 RH PAGES	Standard Diesel-Rd & Turbo Chargers	2/15/2017	5,168.00
Material : 2 Right Hand Pages					
Space Close : 2/15/2017					
002	4/1/2017	2 RH PAGES	Standard Diesel-Rd & Turbo Chargers	3/3/2017	5,168.00
Material : 2 RH PAGES					
Space Close : 3/1/2017					
REVISED					
003	6/1/2017	2 RH Pages	Standard Diesel-Road-Turbo Chargers	5/5/2017	5,168.00
Material : 2 Right-Hand 4CFP ads					
Space Close : 5/1/2017					
005	9/1/2017	4C FP	TPMS-TOR-FOOSBALL	8/14/2017	5,330.00
Material : P4C PARTS					
Space Close : 8/1/2017					
006	9/1/2017	FALSE COVER	Standard Diesel FJ927NX & ECK1	8/14/2017	11,165.00
Material : FALSE COVER					
Space Close : 8/1/2017					
004	10/1/2017	1 RH PAGES	TPMS TOR FOOSBALL	9/5/2017	2,584.00
Material : Right-Hand-4C FP					
Space Close : 9/1/2017					
007	10/1/2017	Belly Band	TPMS - Safety First	9/14/2017	6,116.00
Material : Belly Band					
Space Close : 9/1/2017					
008	10/1/2017			10/1/2017	9,120.00
Material : 8-page Techsmart Insert					

MAGAZINE ORDER REVISION

Publication : Counterman

Order No. : 004272-00

Date : 10/8/2017

Page : 2 of 2

Ven/Rep : counte

Line	Insert Date	Ad Size	Headline	Material Due	Gross Amount
Space Close : 9/1/2017					
009	11/1/2017	1 RH PAGES	TPMS TOR X-RAY	11/1/2017	2,584.00

Material : Right-Hand-4C FP

Space Close : 11/1/2017

Sub-Total : 52,403.00
Agency Commission : -7,860.45

Order Total \$44,542.55

Shipping Address

Counterman
Babcox Media, Inc.
3550 Embassy Pkwy.
Akron, OH 44333-8313

Agency Authorization:

Date: 10/8/2017

Vendor Acceptance:

Date:

The insertion order number must be on the invoice. Invoices will not be processed without the insertion order number.

Send two checking copies along with invoice to:

Della Femina Advertising
60 East 42nd Street; Suite 650
New York, NY 10165
Attn: Accounts Payable

Preview

Close

Unlock



Remit to:
P.O. Box 75606
Cleveland, OH 44101-4755

All other correspondence to:
3550 Embassy Parkway
Akron, OH 44333-8318
p: 330.670.1234
f: 330.670.7168

INVOICE

DATE 11/9/2017 INVOICE # 2017-123594

Bill To: Amy Pollard
TFI Envision, Inc
111 Westport Avenue
Norwalk, CT 06851

Advertiser: BBB Industries

PO Number	Publication	Issue	Year	Ad Size	Gross	Net	Amount
3342	AAPEX Express	Nov	2017	Full Page	7,630.00	7,630.00	\$7,630.00
Total							\$7,630.00

Total:	\$7,630.00
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Check #41741 payment posted on 11/22/2017	-7,630.00
Total Due After Payments	\$0.00

Payment is due on or before 12/9/2017

FED. ID. 27-1128664

TERMS: 30 days from date of invoice, U.S. funds, no agency fee on overdue accounts.
Any claim for adjustment must be presented in writing within 20 days from date of billing.

Thank you for your business!

Preview

Close

Unlock

INVOICE



Remit to:
P.O. Box 75606
Cleveland, OH 44101-4755

All other correspondence to:
3550 Embassy Parkway
Akron, OH 44333-8318
p: 330.670.1234
f: 330.670.7168

DATE INVOICE #
11/9/2017 2017-123595

Bill To: Amy Pollard
TFI Envision, Inc
111 Westport Avenue
Norwalk, CT 06851

Advertiser: BBB Industries

PO Number	Publication	Issue	Year	Ad Size	Net	Amount
3342	AAPEX Event Guide	Nov	2017	Logo & Bold Listing	0.00	\$0.00
Total:						\$0.00
Total:						\$0.00

Payment is due on or before 12/9/2017

FED. ID. 27-1128664

TERMS: 30 days from date of invoice, U.S. funds, no agency fee on overdue accounts.
Any claim for adjustment must be presented in writing within 20 days from date of billing.

Thank you for your business!

Preview

Close

Unlock



Remit to:
P.O. Box 75606
Cleveland, OH 44101-4755

All other correspondence to:
3550 Embassy Parkway
Akron, OH 44333-8318
p: 330.670.1234
f: 330.670.7168

INVOICE

DATE 11/9/2018 INVOICE # 2018-139247

Bill To: Amy Pollard
TFI Envision, Inc
111 Westport Avenue
Norwalk, CT 06851

Advertiser: BBB Industries

PO Number	Publication	Issue	Year	Ad Size	Gross	Net	Amount
3681	AAPEX Express	Nov	2018	Full Page	7,630.00	7,630.00	\$7,630.00
Total							\$7,630.00
Total:							\$7,630.00
Check #42381 payment posted on 12/5/2018							-7,630.00
Total Due After Payments							\$0.00

Payment is due on or before 12/9/2018

FED. ID. 27-1128664
TERMS: 30 days from date of invoice, U.S. funds, no agency fee on overdue accounts.
Any claim for adjustment must be presented in writing within 20 days from date of billing.

Thank you for your business!

Preview

Close Unlock



Remit to:
P.O. Box 75606
Cleveland, OH 44101-4755

All other correspondence to:
3550 Embassy Parkway
Akron, OH 44333-8318
p: 330.670.1234
f: 330.670.7168

INVOICE

DATE 11/12/2018 INVOICE # 2018-139248

Bill To: Amy Pollard
TFI Envision, Inc
111 Westport Avenue
Norwalk, CT 06851

Advertiser: BBB Industries

PO Number	Publication	Issue	Year	Ad Size	Net	Amount
3681	AAPEX Event Guide	Nov	2018	Logo & Bold Listing	0.00	\$0.00
Total:						\$0.00
Total:						\$0.00

Payment is due on or before 12/12/2018

FED. ID. 27-1128664
TERMS: 30 days from date of invoice, U.S. funds, no agency fee on overdue accounts.
Any claim for adjustment must be presented in writing within 20 days from date of billing.

Thank you for your business!



Remit to:
P.O. Box 75606
Cleveland, OH 44101-4755

All other correspondence to:
3550 Embassy Parkway
Akron, OH 44333-8318
p. 330.670.1234
f. 330.670.7168

INVOICE

DATE 7/26/2018 INVOICE # 2018-138454

Bill To: Amy Pollard
TFI Envision, Inc
111 Westport Avenue
Norwalk, CT 06851

Advertiser: Old World Industries

PO Number	Publication	Issue	Year	Ad Size	Production Charge	Net	Amount
3657	Tomorrow's Tech	Jul - Poster	2018	T2 Poster	3,800.00	0.00	\$3,800.00
Total							\$3,800.00
Total:							\$3,800.00
Check #42217 payment posted on 8/20/2018							-3,800.00
Total Due After Payments							\$0.00

Payment is due on or before 8/26/2018

FED. ID. 27-1128664
TERMS: 30 days from date of invoice, U.S. funds, no agency fee on overdue accounts.
Any claim for adjustment must be presented in writing within 20 days from date of billing.

Thank you for your business!

INSERTION ORDER - WEBSITE PLACEMENTS

Order Ref. #: SMPBAB020518 3
Advertiser: Standard Motor Products
Contact: Sean Jareck
Phone: 212.246.5520
Email: sjareck@hillstory.com

Date: 4/20/18 Revised
Vendor: Babcox Media, Inc.
Contact: Mike Maleski
Phone: 330-670-1234 x219
Email: mmaleski@babcox.com

See Media Plan Incorporated Herein For Details On Ad Placement.

Payment Due Date: Net 30 Days
Total Payment Due: \$70,759.95

HillStory Authorized Signature: Sean Jareck

ION IOSMP2018	Publication / Placement	Issue / Run Date	Space Closing	Material Closing	Unit	Position	Digital Media	Gross Media Cost (USD)	Length of Placement	Impressions
D300-02	AftermarketNews.com	March	2/1/18	2/15/18	300x250	Fixed Pos. C	Website	\$1,100.00	1 month	42,000
D300-03	AftermarketNews.com	May	4/2/18	4/16/18	728x90	Fixed Pos. A	Website	\$1,100.00	1 month	42,000
D300-04	AftermarketNews.com	June	5/1/18	5/15/18	300x250	Fixed Pos. C	Website	\$1,100.00	1 month	42,000
D300-05	AftermarketNews.com	October	8/31/18	9/14/18	300x250	Fixed Pos. C	Website	\$1,100.00	1 month	42,000
D300-06	AftermarketNews.com	November	10/1/18	10/15/18	300x250	Fixed Pos. B	Website	\$1,100.00	1 month	42,000
D310-03	AftermarketNews.com (Premium Pushdown)	7/23/18 7/29/18	6/18/18	7/2/18	900x450, 900x150	Top of Page	Website	\$1,100.00	1 week Block	18,000
D310-04	AftermarketNews.com (Premium Pushdown)	8/27/18 9/2/18	7/23/18	8/6/18	900x450, 900x150	Top of Page	Website	\$1,100.00	1 week Block	18,000
D310-05	AftermarketNews.com (Premium Pushdown)	9/17/18 9/23/18	8/13/18	8/27/18	900x450, 900x150	Top of Page	Website	\$1,100.00	1 week Block	18,000
D310-06	AftermarketNews.com (Premium Pushdown)	11/19/18 11/25/18	10/15/18	10/29/18	900x450, 900x150	Top of Page	Website	\$1,100.00	1 week Block	18,000
D320-03	BrakeAndFrontEnd.com	March	2/1/18	2/15/18	728x90	Fixed Pos. A	Website	\$1,100.00	1 month	27,000
D320-04	BrakeAndFrontEnd.com	April	3/1/18	3/15/18	728x90	Dynamic	Website	\$1,100.00	1 month	27,000
D320-05	BrakeAndFrontEnd.com	June	5/1/18	5/15/18	728x90	Fixed Pos. A	Website	\$1,100.00	1 month	27,000
D320-06	BrakeAndFrontEnd.com	July	6/1/18	6/15/18	728x90	Fixed Pos. A	Website	\$1,100.00	1 month	27,000
D320-07	BrakeAndFrontEnd.com	September	8/1/18	8/15/18	728x90	Fixed Pos. A	Website	\$1,100.00	1 month	27,000
D320-08	BrakeAndFrontEnd.com	November	10/1/18	10/15/18	728x90	Dynamic	Website	\$1,100.00	1 month	27,000
D321-01	BrakeAndFrontEnd.com VIDEO	May	4/1/18	4/2/18	Video Sponsorship	Video	Website	\$3,036.00	1 month	73,000
D321-02	BrakeAndFrontEnd.com VIDEO	October	8/1/18	8/31/18	Video Sponsorship	Video	Website	\$4,407.00	1 month	73,000
D330-03	Counterman.com	March	2/1/18	2/15/18	300x250	Fixed Pos. B	Website	\$1,100.00	1 month	27,000
D330-04	Counterman.com	April	3/1/18	3/15/18	728x90	Fixed Pos. A	Website	\$1,100.00	1 month	27,000
D330-05	Counterman.com	July	6/1/18	6/15/18	728x90	Dynamic	Website	\$1,100.00	1 month	27,000
D330-06	Counterman.com	August	7/2/18	7/16/18	728x90	Fixed Pos. A	Website	\$1,100.00	1 month	27,000
D330-07	Counterman.com	September	8/1/18	8/15/18	728x90	Dynamic	Website	\$1,100.00	1 month	27,000
D330-08	Counterman.com	October	8/31/18	9/14/18	300x250	Fixed Pos. B	Website	\$1,100.00	1 month	27,000
D330-09	Counterman.com	November	10/1/18	10/15/18	728x90	Dynamic	Website	\$1,100.00	1 month	27,000
D330-11	Counterman.com PARALLAX	7/23/18 7/29/18	6/25/18	7/9/18	700x1000, 700x250	ADS	Website	\$1,100.00	1 Week	8,000
D330-12	Counterman.com Premium Pushdown	5/21/18 5/27/18	4/16/18	4/30/18	900x450, 900x150	Top of Page	Website	\$1,100.00	1 week Block	18,000
D340-03	Import-Car.com	March	2/1/18	2/15/18	728x90	Dynamic	Website	\$1,100.00	1 Month	37,000
D340-04	Import-Car.com	May	4/2/18	4/16/18	728x90	Fixed Pos. A	Website	\$1,100.00	1 Month	37,000
D340-05	Import-Car.com	July	6/1/18	6/15/18	728x90	Fixed Pos. A	Website	\$1,100.00	1 Month	37,000
D340-06	Import-Car.com	August	7/2/18	7/16/18	728x90	Dynamic	Website	\$1,100.00	1 Month	37,000
D340-07	Import-Car.com	October	8/31/18	9/14/18	728x90	Fixed Pos. A	Website	\$1,100.00	1 Month	37,000
D340-08	Import-Car.com	November	10/1/18	10/15/18	300x250	Fixed Pos. B	Website	\$1,100.00	1 Month	37,000
D340-09	Import-Car.com	December	11/1/18	11/15/18	728x90	Dynamic	Website	\$1,100.00	1 Month	37,000
D341-01	Import-Car.com VIDEO	June	4/2/18	5/1/18	Video Sponsorship	Video	Website	\$3,036.00	1 Month	40,000
D341-02	Import-Car.com VIDEO	September	7/2/18	8/1/18	Video Sponsorship	Video	Website	\$4,407.00	1 Month	50,000
D350-03	TireReview.com	March	2/1/18	2/15/18	728x90	Dynamic	Website	\$1,100.00	1 Month	27,000
D350-04	TireReview.com	May	4/2/18	4/16/18	728x90	Fixed Pos. A	Website	\$1,100.00	1 Month	27,000
D350-05	TireReview.com	June	5/1/18	5/15/18	728x90	Dynamic	Website	\$1,100.00	1 Month	27,000
D350-06	TireReview.com	July	6/1/18	6/15/18	728x90	Fixed Pos. A	Website	\$1,100.00	1 Month	27,000
D350-07	TireReview.com	September	8/1/18	8/15/18	728x90	Dynamic	Website	\$1,100.00	1 Month	27,000
D350-08	TireReview.com	October	8/31/18	9/14/18	728x90	Fixed Pos. A	Website	\$1,100.00	1 Month	27,000
D360-01	TommorowsTechnician.com	March	2/1/18	2/15/18	728x90	Dynamic	Website	\$1,100.00	1 Month	45,000
D360-02	TommorowsTechnician.com	April	3/1/18	3/15/18	728x90	Fixed Pos. A	Website	\$1,100.00	1 Month	45,000
D360-03	TommorowsTechnician.com	May	4/2/18	4/16/18	728x90	Dynamic	Website	\$1,100.00	1 Month	45,000
D360-04	TommorowsTechnician.com	June	5/1/18	5/15/18	728x90	Fixed Pos. A	Website	\$1,100.00	1 Month	45,000
D360-05	TommorowsTechnician.com	July	6/1/18	6/15/18	728x90	Dynamic	Website	\$1,100.00	1 Month	45,000
D360-06	TommorowsTechnician.com	September	8/1/18	8/15/18	728x90	Fixed Pos. A	Website	\$1,100.00	1 Month	45,000
D361-01	TommorowsTechnician.com WEBINAR	October	7/2/18	8/1/18	Webinar Sponsor	Webinar	Website	\$8,750.00	1 Month	780

D370-02	UnderhoodService.com	March	2/1/18	2/15/18	728x90	Fixed Pos. A	Website	\$1,100.00	1 Month	95,000
D370-03	UnderhoodService.com	April	3/1/18	3/15/18	728x90	Dynamic	Website	\$1,100.00	1 Month	95,000
D370-04	UnderhoodService.com	May	5/1/18	5/15/18	728x90	Fixed Pos. A	Website	\$1,100.00	1 Month	95,000
D370-05	UnderhoodService.com	June	6/1/18	6/15/18	728x90	Dynamic	Website	\$1,100.00	1 Month	95,000
D371-01	UnderhoodService.com VIDEO	October	8/1/18	8/31/18	Video Sponsorship	Video	Website	\$4,407.00	1 Month	95,000
Total Net Media Cost:			\$70,759.95							

ADDITIONAL INSTRUCTIONS

Send Invoices To:

hi!STORY Media
1776 Broadway Suite 1610
New York, NY 10019

Contact: Sean Jareck
Phone: 212.246.5520
Email: sjareck@hi!story.com

Creative Agency:

TFI Envision, Inc.
111 Westport Avenue
Norwalk, CT 06851

Contact: Catherine Smith
Phone: 203.845.0700 x10
Email: catherine@tfienvision.com

TERMS

Materials: Materials for each individual insertion will be sent directly from the advertiser to the publisher by the Materials Due Date listed above unless otherwise specified.

Invoices: All invoices must be sent to hi!STORY Media only at the address above and NOT to advertiser. Include IO Number on all invoices, otherwise invoice will be sent back without processing.

Other Terms: hi!STORY Media acts only as an agent for the advertiser and does not guarantee payment from the advertiser, who is solely responsible for payment of this order. hi!STORY Media will bill the advertiser and, upon receipt of payment due, will remit the amount due to media vendor upon payment due date. If hi!STORY Media does not receive payment from the advertiser before the Materials Due Date, then it may cancel this order immediately upon notice and without further obligation to publisher. This IO is for a one time order only and hi!STORY Media may change, modify or cancel any or all parts of this IO without penalty upon written notice (via email, facsimile, or otherwise) to publisher on or prior to space closing and will have no further obligation to publisher. Any unauthorized or incorrect insertions will be the responsibility of the media vendor and not hi!STORY Media or advertiser. If the advertisement runs incorrectly due to any fault of the media vendor neither hi!STORY Media nor advertiser shall be responsible for payment for the advertisement. By accepting this IO, the media vendor understands and agrees to be bound by all terms and conditions contained in this IO. No verbal agreements are recognized by the parties. This is the complete and exclusive understanding of the parties with respect to this transaction. Facsimile or other copies shall be considered as originals. No additional or conflicting terms in any other documents or correspondence shall apply.

INSERTION ORDER

Order Ref. #: SMPBAB122017
Advertiser: Standard Motor Products
Contact: Sean Jareck
Phone: 212.246.5520
Email: sjareck@history.com

Date: 12/21/17
Vendor: Babcox Media, Inc.
Contact: Mike Maleski
Phone: 330-670-1234 x219
Email: mmaleski@babcox.com

See Media Plan Incorporated Herein For Details On Ad Placement.

Payment Due Date: Net 30 Days
Total Payment Due: \$10,285.00

HISTORY Authorized Signature:

Sean Jareck

ID#	Publication / Placement	Issue / Run Date	Specs Closing	Material Closing	URL	Position	Media	Gross Media Cost (USD)	Editorial	# Ins / Length of Placement	Circ / Imps	\$-Rev. Sub.
IOSMP2018D30-01	aftermarketNews Daily Newsletter	1/16/18-1/31/18	12/20/17	1/8/18	600x80 JPG, GIF, or PNG Click thru URL	Pos. 4	Digital	\$1,100.00	n/a	1x 2-week Block	---	8,200
IOSMP2018D31-01	aftermarketNews Global Newsletter	1/2/18-1/15/18	12/20/17	12/22/17	300x250 JPG, GIF, or PNG Click-thru URL	Pos. 1	Digital	\$1,100.00	n/a	1x 2-week Block	---	16,000
IOSHP2018D31-02	aftermarketNews Global Newsletter	1/16/18-1/31/18	12/20/17	1/5/18	300x250 JPG, GIF, or PNG Click-thru URL	Pos. 1	Digital	\$0.00	n/a	1x 2-week Block	---	16,000
IOSMP2018D300-01	AftermarketNews.com	January	12/20/17	12/22/17	728x90	Pos. C	Digital	\$1,100.00	n/a	1-Month	42,000	---
IOSMP2018D320-01	BrakeAndFrontEnd.com	January	12/20/17	12/22/17	728x90	Pos. B	Digital	\$1,100.00	n/a	1-Month	27,000	---
IOSMP2018D32-01	Brake & Front End Newsletter	1/8/18-1/15/18	12/14/17	12/22/17	300x250 JPG, GIF, or PNG Click-thru URL	Pos. 1	Digital	\$1,100.00	n/a	1-Week (Mon)	---	24,065
IOSMP2018D330-01	Counterman.com	January	12/20/17	12/22/17	728x90	Dynamic	Digital	\$1,100.00	n/a	1-Month	27,000	---
IOSMP2018D330-10	Counterman.com ParaRax	1/15/18-1/21/18	12/20/17	1/5/18	ParaRax: 700x1000 Scrolls thru a 700x250 window	ROS	Digital	\$1,100.00	n/a	1-Week	8,000	---
IOSMP2018D340-01	Import-Car.com	January	12/20/17	12/22/17	728x90	Pos. A	Digital	\$1,100.00	n/a	1-Month	37,000	---
IOSMP2018D35-01	Tire Review Newsletter	January	12/20/17	12/22/17	300x250	Pos. 2	Digital	\$1,100.00	n/a	1 Month	---	17,762
IOSMP2018D350-01	TireReview.com	January	12/20/17	12/22/17	728x90	Pos. A	Digital	\$1,100.00	n/a	1 Month	27,000	---
IOSMP2018D37-01	Underhood Service Newsletter	1/15/18-1/21/18	12/20/17	1/5/18	300x250 JPG, GIF, or PNG Click-thru URL	Pos. 2	Digital	\$1,100.00	n/a	1-Week Block	---	28,382
Total Net Media Cost:		\$10,285.00										

ADDITIONAL INSTRUCTIONS

Send Invoices To:
HISTORY Media
1775 Broadway Suite 1610
New York, NY 10019

Contact: Sean Jareck
Phone: 212.246.5520
Email: sjareck@history.com

Creative Agency:
TFI Envision, Inc.
111 Westport Avenue
Norwalk, CT 06851
Contact: Catharine Smith
Phone: 203.845.0700 x10
Email: catharine@tfienvision.com

Materials: Materials for each individual insertion will be sent directly from the advertiser to the publisher by the Materials Due Date listed above unless otherwise specified.

Proofs: All proofs must be sent to HISTORY Media only at the address above and NOT to advertiser. Include PO Number on all proofs; otherwise, proofs will be sent back without processing.

Other Terms: HISTORY Media acts only as an agent for the advertiser and does not guarantee payment from the advertiser. The advertiser is solely responsible for payment of the order. HISTORY Media will bill the advertiser and, upon receipt of payment due, will remit the amount due to media vendor upon payment due date. If HISTORY Media does not receive payment from the advertiser before the Material's Due Date, then it may cancel this order immediately upon notice and without further obligation to publisher. This PO is for a one-time insertion order only. Any unutilized or incorrect insertions will be the responsibility of the media vendor and not HISTORY Media or advertiser. If the advertisement is not inserted due to any fault of the media vendor, then HISTORY Media will not be responsible for payment for the advertisement. By accepting this PO, the media vendor understands and agrees to be bound by all terms and conditions contained in this PO. No verbal agreements are recognized by the parties. This is the complete and exclusive understanding of the parties with respect to this transaction. Reproduction or other copies may be considered as originals. No additional or conflicting terms in any other documents or correspondence shall apply.

INSERTION ORDER

Order Ref. #: SMP8AB011018
Advertiser: Standard Motor Products
Contact: Sean Jareck
Phone: 212.246.5520
Email: sjareck@hillstory.com

Date: 1/12/18
Vendor: Babcox Media, Inc.
Contact: Mike Maleski
Phone: 330 670 1234 x219
Email: mmaleski@babcox.com

See Media Plan incorporated herein For Details On Ad Placement.

Payment Due Date: Net 30 Days
Total Payment Due: \$17,323.00

HillStory Authorized Signature:

Sean Jareck

ID#	Publication / Placement	Issue / Run Date	Space Closing	Material Closing	Unit	Position	Media	Gross Media Cost (USD)	Editorial	# Ins / Length of Placement	Circ / Imps	Est. New Sub.
D30-02	aftermarketNews Daily Newsletter	2/16/18-2/28/18	1/15/18	2/1/18	605x80	Pos. 8	Digital	\$1,100.00	---	1x 2-week Block	---	8,200
D31-03	aftermarketNews Global Newsletter	2/1/18-2/15/18	1/2/18	1/15/18	300x250	Pos. 1	Digital	\$1,100.00	---	1x 2-week Block	---	16,000
D31-04	aftermarketNews Global Newsletter	2/16/18-2/28/18	1/15/18	2/1/18	300x250	Pos. 1	Digital	\$0.00	---	1x 2-week Block	---	16,000
D310-01	AftermarketNews.com (Premium Pushdown)	2/26/18-3/4/18	1/22/18	2/5/18	Pushdown: 900x450, 900x150	Top of Page	Digital	\$1,100.00	---	1 week Block	18,000	---
D32-02	Brake & Front End Newsletter	2/1/18-2/14/18	1/4/18	1/18/18	300x250	Pos. 3 in Wk 1; Pos. 1 in Wk 2	Digital	\$1,100.00	---	1-Week (Thu)	---	24,065
D320-02	BrakeAndFrontEnd.com	February	1/2/18	1/15/18	728x90	Dynamic	Digital	\$1,100.00	---	1 month	27,000	---
D33-01	Counterman Newsletter	2/16/18-2/28/18	1/15/18	2/1/18	300x250	Pos. 4	Digital	\$1,100.00	---	1x 2-week Block	---	24,000
D330-02	Counterman.com	February	1/2/18	1/15/18	728x90	Dynamic	Digital	\$1,100.00	---	1 month	27,000	---
D340-02	ImportCar.com	February	1/2/18	1/15/18	728x90	Dynamic	Digital	\$1,100.00	---	1 Month	37,000	---
D35-02	Tire Review Newsletter	February	1/2/18	1/15/18	300x250	Pos. 3	Digital	\$1,100.00	---	1 Month	---	17,762
D350-02	TireReview.com	February	1/2/18	1/15/18	728x90	Pos. A	Digital	\$1,100.00	---	1 Month	27,000	---
D37-02	Underhood Service Newsletter	2/5/18-2/11/18	1/5/18	1/15/18	300x250	Pos. 1	Digital	\$1,100.00	---	1 week Block	---	28,382
D37-03	Underhood Service Newsletter	2/26/18-3/4/18	1/26/18	2/5/18	300x250	Pos. 3	Digital	\$1,100.00	---	1 week Block	---	28,382
D370-01	UnderhoodService.com	February	1/2/18	1/15/18	728x90	Dynamic	Digital	\$1,100.00	---	1 Month	95,000	---
P34-01	ImportCar	February	1/23/18	1/30/18	P4C	RHP adjacent to TPMS Editorial	Print	\$3,040.00	TPMS Tech: Audi	1	27,075	---
P35-01	Tire Review	February	1/18/18	1/23/18	P4C	RHP adjacent to TPMS Editorial	Print	\$3,040.00	Tire Focus: Winter Tires - Tire Service 101: Rotation	1	32,229	---
Total Net Media Cost:		\$17,323.00										

ADDITIONAL INSTRUCTIONS

Send Invoices To:

HillStory Media
1776 Broadway Suite 1610
New York, NY 10019

Contact: Sean Jareck
Phone: 212.246.5520
Email: sjareck@hillstory.com

Creative Agency:

TFI Envision, Inc.
111 Westport Avenue
Norwalk, CT 06851

Contact: Catherine Smith
Phone: 203.845.0700 x10
Email: catherine@tfienvision.com

Material: Material for each media insertion will be sent directly from the advertiser to the Publisher by the Material Due Date listed above unless otherwise specified.

Payment: All invoices must be sent to HillStory Media only at the address above and NOT to advertiser. Include PO numbers on all invoices, otherwise invoices will be sent back without processing.

Guarantee: HillStory Media acts only as an agent for the advertiser and does not guarantee payment from the advertiser, which is solely responsible for payment of the order. HillStory Media will bill the advertiser and, upon receipt of payment due, will remit the amount due to media vendor upon payment due date. If HillStory Media does not receive payment from the advertiser before the Materials Due Date, then it may cancel the order immediately upon notice and without further obligation to publisher. This PO is for a one-time insertion order only. Any subsequent or repeated insertions will be the responsibility of the media vendor and not HillStory Media or advertiser. If the advertiser cancels or is unable to pay for any part of the media vendor's order, HillStory Media and advertiser shall be responsible for payment for the advertisement. By accepting this PO, the media vendor understands and agrees to be bound by all terms and conditions contained in this PO. No verbal agreements are recognized by the parties. This is the complete and exclusive understanding of the parties with respect to this transaction. Facsimile or other copies shall be considered as original. No addition or conflicting terms in any other documents or correspondence shall apply.

INSERTION ORDER - NEWSLETTER PLACEMENTS

Order Ref. #: SMPB8020518-2
 Advertiser: Standard Motor Products
 Contact: Sean Jareck
 Phone: 212.246.5520
 Email: sjareck@hillstory.com

Date: 2/5/18 Revised
 Vendor: Babcox Media, Inc.
 Contact: Mike Maleski
 Phone: 330-670-1234 x219
 Email: mmalecki@babcox.com

See Media Plan Incorporated Herein For Details On Ad Placement.

Payment Due Date: Net 30 Days
 Total Payment Due: \$68,255.00

hillSTORY Authorized Signature: Sean Jareck

ION	Publication / Placement	Issue / Run Date	Space Closing	Material Closing	Unit	Position	Digital Media	Gross Media Cost (USD)	Length of Placement	E-News Subs
IOSMP2018										
D30-03	aftermarketNews Daily Newsletter	3/16/18-3/31/18	2/15/18	2/28/18	605x80 or Text ad	Pos. 9	Newsletter	\$1,100.00	1x 2-week Block	8,200
D30-04	aftermarketNews Daily Newsletter	5/1/18-5/15/18	4/2/18	4/17/18	605x80 or Text ad	Pos. 6	Newsletter	\$1,100.00	1x 2-week Block	8,200
D30-05	aftermarketNews Daily Newsletter	6/1/18-6/15/18	5/1/18	5/15/18	605x80 or Text ad	Pos. 9	Newsletter	\$1,100.00	1x 2-week Block	8,200
D30-06	aftermarketNews Daily Newsletter	7/16/18-7/31/18	6/15/18	6/29/18	605x80 or Text ad	Pos. 6	Newsletter	\$1,100.00	1x 2-week Block	8,200
D30-07	aftermarketNews Daily Newsletter	9/16/18-9/30/18	8/16/18	8/31/18	605x80 or Text ad	Pos. 8	Newsletter	\$1,100.00	1x 2-week Block	8,200
D30-08	aftermarketNews Daily Newsletter	10/16/18-10/31/18	9/17/18	10/1/18	605x80 or Text ad	Pos. 4	Newsletter	\$1,100.00	1x 2-week Block	8,200
D30-09	aftermarketNews Daily Newsletter	11/1/18-11/15/18	10/1/18	10/15/18	605x80 or Text ad	Pos. 10	Newsletter	\$1,100.00	1x 2-week Block	8,200
D31-05	aftermarketNews Global Newsletter	3/1/18-3/15/18	2/1/18	2/15/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1x 2-week Block	16,000
D31-06	aftermarketNews Global Newsletter	3/16/18-3/31/18	2/16/18	2/28/18	300x250 or Text ad	Pos. 1	Newsletter	\$0.00	1x 2-week Block	16,000
D31-07	aftermarketNews Global Newsletter	4/1/18-4/15/18	3/1/18	3/15/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1x 2-week Block	16,000
D31-08	aftermarketNews Global Newsletter	4/16/18-4/30/18	3/16/18	4/2/18	300x250 or Text ad	Pos. 1	Newsletter	\$0.00	1x 2-week Block	16,000
D31-09	aftermarketNews Global Newsletter	5/1/18-5/15/18	4/2/18	4/17/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1x 2-week Block	16,000
D31-10	aftermarketNews Global Newsletter	5/16/18-5/31/18	4/16/18	5/1/18	300x250 or Text ad	Pos. 1	Newsletter	\$0.00	1x 2-week Block	16,000
D31-11	aftermarketNews Global Newsletter	6/1/18-6/15/18	5/1/18	5/15/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1x 2-week Block	16,000
D31-12	aftermarketNews Global Newsletter	6/16/18-6/30/18	5/16/18	6/1/18	300x250 or Text ad	Pos. 1	Newsletter	\$0.00	1x 2-week Block	16,000
D31-13	aftermarketNews Global Newsletter	7/1/18-7/15/18	6/1/18	6/15/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1x 2-week Block	16,000
D31-14	aftermarketNews Global Newsletter	7/16/18-7/31/18	6/15/18	7/2/18	300x250 or Text ad	Pos. 1	Newsletter	\$0.00	1x 2-week Block	16,000
D31-15	aftermarketNews Global Newsletter	8/1/18-8/15/18	7/2/18	7/16/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1x 2-week Block	16,000
D31-16	aftermarketNews Global Newsletter	8/16/18-8/31/18	7/16/18	8/1/18	300x250 or Text ad	Pos. 1	Newsletter	\$0.00	1x 2-week Block	16,000
D31-17	aftermarketNews Global Newsletter	9/1/18-9/15/18	8/1/18	8/15/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1x 2-week Block	16,000
D31-18	aftermarketNews Global Newsletter	9/16/18-9/30/18	8/16/18	8/31/18	300x250 or Text ad	Pos. 1	Newsletter	\$0.00	1x 2-week Block	16,000
D31-19	aftermarketNews Global Newsletter	10/1/18-10/15/18	8/30/18	9/14/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1x 2-week Block	16,000
D31-20	aftermarketNews Global Newsletter	10/16/18-10/31/18	9/17/18	10/1/18	300x250 or Text ad	Pos. 1	Newsletter	\$0.00	1x 2-week Block	16,000
D31-21	aftermarketNews Global Newsletter	11/1/18-11/15/18	10/1/18	10/15/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1x 2-week Block	16,000
D31-22	aftermarketNews Global Newsletter	11/16/18-11/30/18	10/16/18	11/1/18	300x250 or Text ad	Pos. 1	Newsletter	\$0.00	1x 2-week Block	16,000
D31-23	aftermarketNews Global Newsletter	12/1/18-12/15/18	11/1/18	11/15/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1x 2-week Block	16,000
D31-24	aftermarketNews Global Newsletter	12/16/18-12/31/18	11/16/18	11/30/18	300x250 or Text ad	Pos. 1	Newsletter	\$0.00	1x 2-week Block	16,000
D32-03	Brake & Front End Newsletter	3/1/18-3/15/18	2/1/18	2/15/18	300x250 or Text ad	Pos. 4	Newsletter	\$1,100.00	1-Week (Mon)	24,065
D32-04	Brake & Front End Newsletter	4/2/18-4/16/18	3/5/18	3/19/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1-Week (Mon)	24,065
D32-05	Brake & Front End Newsletter	4/30/18-5/6/18	4/2/18	4/16/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1-Week (Mon)	24,065
D32-06	Brake & Front End Newsletter	6/11/18-6/17/18	5/14/18	5/28/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1-Week (Mon)	24,065
D32-07	Brake & Front End Newsletter	7/16/18-7/22/18	6/18/18	7/2/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1-Week (Mon)	24,065
D32-08	Brake & Front End Newsletter	8/20/18-8/26/18	7/23/18	8/6/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1-Week (Mon)	24,065
D32-09	Brake & Front End Newsletter	9/10/18-9/16/18	8/13/18	8/27/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1-Week (Mon)	24,065
D32-10	Brake & Front End Newsletter	9/24/18-9/30/18	8/27/18	9/10/18	300x250 or Text ad	Pos. 2	Newsletter	\$1,200.00	1-Week (Mon)	24,065
D32-11	Brake & Front End Newsletter	10/15/18-10/21/18	9/17/18	10/1/18	300x250 or Text ad	Pos. 2	Newsletter	\$1,100.00	1-Week (Mon)	24,065
D32-12	Brake & Front End Newsletter	11/5/18-11/11/18	10/8/18	10/22/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1-Week (Mon)	24,065
D33-02	Counterman Newsletter	3/16/18-3/30/18	2/16/18	2/28/18	300x250 or Text ad	Pos. 7	Newsletter	\$1,300.00	1x 2-week Block	24,000
D33-03	Counterman Newsletter	4/1/18-4/15/18	3/1/18	3/15/18	300x250 or Text ad	Pos. 4	Newsletter	\$1,300.00	1x 2-week Block	24,000
D33-04	Counterman Newsletter	4/16/18-4/30/18	3/16/18	4/2/18	300x250 or Text ad	Pos. 2	Newsletter	\$1,300.00	1x 2-week Block	24,000
D33-05	Counterman Newsletter	5/1/18-5/15/18	4/2/18	4/17/18	300x250 or Text ad	Pos. 2	Newsletter	\$1,300.00	1x 2-week Block	24,000
D33-06	Counterman Newsletter	5/16/18-5/31/18	4/16/18	5/1/18	300x250 or Text ad	Pos. 2	Newsletter	\$1,300.00	1x 2-week Block	24,000
D33-07	Counterman Newsletter	6/1/18-6/15/18	5/1/18	5/15/18	300x250 or Text ad	Pos. 3	Newsletter	\$1,300.00	1x 2-week Block	24,000
D33-08	Counterman Newsletter	6/16/18-6/30/18	5/16/18	6/1/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,300.00	1x 2-week Block	24,000
D33-09	Counterman Newsletter	7/16/18-7/31/18	6/15/18	7/2/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,300.00	1x 2-week Block	24,000
D33-10	Counterman Newsletter	8/16/18-8/31/18	7/16/18	8/1/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,300.00	1x 2-week Block	24,000
D33-11	Counterman Newsletter	9/16/18-9/30/18	8/16/18	8/31/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,300.00	1x 2-week Block	24,000
D33-12	Counterman Newsletter	10/16/18-10/31/18	9/17/18	10/1/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,300.00	1x 2-week Block	24,000
D34-01	ImportCar Newsletter	3/5/2018-3/11/18	2/5/18	2/19/18	300x250 or Text ad	Pos. 2	Newsletter	\$1,000.00	1 week Block	21,418
D34-02	ImportCar Newsletter	3/26/18-4/1/18	2/26/18	3/12/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,000.00	1 week Block	21,418
D34-03	ImportCar Newsletter	4/2/18-4/8/18	3/5/18	3/19/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,000.00	1 week Block	21,418
D34-04	ImportCar Newsletter	4/23/18-4/29/18	3/26/18	4/9/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,000.00	1 week Block	21,418
D34-05	ImportCar Newsletter	5/7/18-5/13/18	4/9/18	4/23/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,000.00	1 week Block	21,418
D34-06	ImportCar Newsletter	6/4/18-6/10/18	5/7/18	5/21/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,000.00	1 week Block	21,418

D34-07	ImportCar Newsletter	6/18/18-6/24/18	5/21/18	6/4/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,000.00	1 week Block	21,418
D34-08	ImportCar Newsletter	7/9/18-7/15/18	6/11/18	6/25/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,000.00	1 week Block	21,418
D34-09	ImportCar Newsletter	8/13/18-8/19/18	7/16/18	7/30/18	300x250 or Text ad	Pos. 2	Newsletter	\$1,000.00	1 week Block	21,418
D34-10	ImportCar Newsletter	9/3/18-9/9/18	8/6/18	8/20/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,000.00	1 week Block	21,418
D34-11	ImportCar Newsletter	9/24/18-9/30/18	8/27/18	9/10/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,000.00	1 week Block	21,418
D34-12	ImportCar Newsletter	10/15/18-10/21/18	9/17/18	10/1/18	300x250 or Text ad	Pos. 2	Newsletter	\$1,100.00	1 week Block	21,418
D34-13	ImportCar Newsletter	10/29/18-11/4/18	10/1/18	10/15/18	300x250 or Text ad	Pos. 2	Newsletter	\$1,100.00	1 week Block	21,418
D34-14	ImportCar Newsletter	11/5/18-11/11/18	10/8/18	10/22/18	300x250 or Text ad	Pos. 2	Newsletter	\$1,100.00	1 week Block	21,418
D35-03	Tire Review Newsletter	April	3/1/18	3/15/18	300x250 or Text ad	Pos. 2	Newsletter	\$1,100.00	1 Month	17,762
D35-04	Tire Review Newsletter	May	4/2/18	4/16/18	300x250 or Text ad	Pos. 2	Newsletter	\$1,100.00	1 Month	17,762
D35-05	Tire Review Newsletter	July	6/1/18	6/15/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1 Month	17,762
D35-06	Tire Review Newsletter	August	7/2/18	7/16/18	300x250 or Text ad	Pos. 2	Newsletter	\$1,100.00	1 Month	17,762
D35-07	Tire Review Newsletter	September	8/1/18	8/15/18	300x250 or Text ad	Pos. 2	Newsletter	\$1,100.00	1 Month	17,762
D35-08	Tire Review Newsletter	October	8/31/18	9/14/18	300x250 or Text ad	Pos. 2	Newsletter	\$1,100.00	1 Month	17,762
D36-01	Tomorrow's Tech Newsletter	April	3/1/18	3/15/18	300x250 or Text ad	Pos. 6	Newsletter	\$1,100.00	1 Month	16,000
D36-02	Tomorrow's Tech Newsletter	May	4/2/18	4/16/18	300x250 or Text ad	Pos. 5	Newsletter	\$1,100.00	1 Month	16,000
D36-03	Tomorrow's Tech Newsletter	June	5/1/18	5/15/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1 Month	16,000
D36-04	Tomorrow's Tech Newsletter	September	8/1/18	8/15/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1 Month	16,000
D36-05	Tomorrow's Tech Newsletter	October	8/31/18	9/14/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1 Month	16,000
D37-04	Underhood Service Newsletter	4/16/18-4/22/18	3/16/18	3/26/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1 week Block	28,382
D37-05	Underhood Service Newsletter	5/7/18-5/13/18	4/6/18	4/16/18	300x250 or Text ad	Pos. 2	Newsletter	\$1,100.00	1 week Block	28,382
D37-06	Underhood Service Newsletter	6/4/18-6/10/18	5/4/18	5/14/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1 week Block	28,382
D37-07	Underhood Service Newsletter	7/23/18-7/29/18	6/22/18	7/2/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1 week Block	28,382
D37-08	Underhood Service Newsletter	8/27/18-9/2/18	7/27/18	8/6/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1 week Block	28,382
D37-09	Underhood Service Newsletter	9/17/18-9/23/18	8/17/18	8/27/18	300x250 or Text ad	Pos. 2	Newsletter	\$1,100.00	1 week Block	28,382
D37-10	Underhood Service Newsletter	10/15/18-10/21/18	9/14/18	9/24/18	300x250 or Text ad	Pos. 2	Newsletter	\$1,100.00	1 week Block	28,382
D37-11	Underhood Service Newsletter	10/29/18-11/4/18	9/28/18	10/8/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1 week Block	28,382
D37-12	Underhood Service Newsletter	11/12/18-11/18/18	10/12/18	10/22/18	300x250 or Text ad	Pos. 2	Newsletter	\$1,100.00	1 week Block	28,382
D37-13	Underhood Service Newsletter	11/26/18-12/2/18	10/26/18	11/5/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1 week Block	28,382
D37-14	Underhood Service Newsletter	12/3/18-12/9/18	11/2/18	11/12/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1 week Block	28,382
Total Net Media Cost:		\$68,255.00								

ADDITIONAL INSTRUCTIONS

Send Invoices To:

hiISTORY Media
1776 Broadway Suite 1610
New York, NY 10019

Contact: Sean Jareck
Phone: 212.246.5520
Email: sjareck@hiiistory.com

Creative Agency:

TFI Envision, Inc.
111 Westport Avenue
Norwalk, CT 06851

Contact: Catherine Smith
Phone: 203.845.0700 x10
Email: catherine@tfienvision.com

Materials: Materials for each individual insertion will be sent directly from the advertiser to the publisher by the Materials Due Date listed above unless otherwise specified.

Invoices: All invoices must be sent to hiISTORY Media only at the address above and #101 to advertiser. Include ID Number on all invoices, otherwise invoice will be sent back without processing.

Other Terms: hiISTORY Media acts only as an agent for the advertiser and does not guarantee payment from the advertiser, who is solely responsible for payment of this order. hiISTORY Media will bill the advertiser and, upon receipt of payment due, will remit the amount due to media vendor upon payment due date. If hiISTORY Media does not receive payment from the advertiser before the Materials Due Date, then it may cancel this order immediately upon notice and without further obligation to publisher. This ID is for a one time order only and hiISTORY Media may change, modify or cancel any or all parts of this ID without penalty upon written notice (via email, facsimile, or otherwise) to publisher on or prior to space closing and will have no further obligation to publisher. Any unauthorized or incorrect insertions will be the responsibility of the media vendor and not hiISTORY Media or advertiser. If the advertisement runs incorrectly due to any fault of the media vendor neither hiISTORY Media nor advertiser shall be responsible for payment for the advertisement. By accepting this ID, the media vendor understands and agrees to be bound by all terms and conditions contained in this ID. No verbal agreements are recognized by the parties. This is the complete and exclusive understanding of the parties with respect to this transaction. Facsimile or other copies shall be considered as originals. No additional or conflicting terms in any other documents or correspondence shall apply.

PURCHASE ORDER

Date: 3/22/18
Order Ref. #: PEAKBAB032218-1
Advertiser: Old World Industries, LLC.
Product: Peak Anti-Freeze / Coolant

Vendor: Babcox Media, Inc.
Contact: Mike Maleski
Phone: 330-670-1234 x219
Email: mmaleski@babcox.com

PRINT PLACEMENTS

IO#	Publication / Placement	Start Date	Issue / Run Date	Space Closing	Material Closing	Unit	Position	Editorial	Media	Net Media Cost (USD)	Insertions	Circulation
IOPEAK2018-PCTM01	Counterman	5/1/18	May	4/17/18	4/24/18	P4C	Adjacent to Antifreeze Editorial	Antifreeze: Coolant has become a "forgotten fluid" thanks to long life additives.	Print	\$3,995	1	38,176
IOPEAK2018-PCTM02	Counterman	9/1/18	September	8/17/18	8/24/18	P4C	Opposite Relevant Editorial OR RHP Front of Book	P.A.R.T.S. (Professional Automotive Repair Technician Survey)	Print	\$3,995	1	38,176
IOPEAK2018-PCTM03	Counterman	10/25/18	October	9/28/18	10/5/18	P4C	Adjacent to Cooling System (Potential Topic) Editorial	APEX Show Issue, ASE P2 Test Prep Guide	Print	\$3,995	1	38,176

Total Media Cost:	\$11,985.00
Payment Due:	Net 30 Days

ADDITIONAL INSTRUCTIONS

Send Invoices To:
hillSTORY Media
1776 Broadway Suite 1610
New York, NY 10019

Contact:
Sean Jareck
212.246.5520
sjareck@hillstory.com

Creative Agency:
TFI Envision, Inc.
111 Westport Avenue
Norwalk, CT 06851

Contact:
Liz Ball
203.845.0700
liz@tfienvision.com

Sean Jareck

hillSTORY Media Authorized Signature

3/22/2018

Date

TERMS

Materials: Materials for each individual insertion will be sent directly from the advertiser to the publisher by the Materials Due Date listed above unless otherwise specified.

Invoices: All invoices must be sent to hillSTORY Media only at the address above and NOT to advertiser. Include PO Number on all invoices. otherwise invoice will be sent back without processing.

Other Terms: hillSTORY Media acts only as an agent for the advertiser and does not guarantee payment from the advertiser, who is solely responsible for payment of this order. hillSTORY Media will bill the advertiser and, upon receipt of payment due, will remit the amount due to media vendor upon payment due date. If hillSTORY Media does not receive payment from the advertiser before the Materials Due Date, then it may cancel this order immediately upon notice and without further obligation to publisher. This IO is for a one time order only and hillSTORY Media may change, modify or cancel any or all parts of this IO without penalty upon written notice (via email, facsimile, or otherwise) to publisher on or prior to space closing and will have no further obligation to publisher. Any unauthorized or incorrect insertions will be the responsibility of the media vendor and not hillSTORY Media or advertiser. If the advertisement runs incorrectly due to any fault of the media vendor neither hillSTORY Media nor advertiser shall be responsible for payment for the advertisement. By accepting this IO, the media vendor understands and agrees to be bound by all terms and conditions contained in this IO. No verbal agreements are recognized by the parties. This is the complete and exclusive understanding of the parties with respect to this transaction. Facsimile or other copies shall be considered as originals. No additional or conflicting terms in any other documents or correspondence shall apply.

Statement of Work

Date	January 25, 2018
Client	Standard Motor Parts
Initiative	Media Planning and Buying
Requested by	Phil Hutchens
From	Elizabeth Ball and Carol Karpa

Objectives

hillSTORY Media / TFI Envision will develop a 2019 media plan for Standard Motor Parts; as well as purchase, optimize and provide analytics of the approved plan. Fees and Commission will be applied against the media budget.

Project Scope

This SOW covers the following activities and deliverables:

Media Planning and Buying Services - to develop plan to generate awareness of SMP Products. Services may include (as needed):

- General advice and counsel in the media market
- Design and develop a media plan to address SMP's marketing goals
- Negotiation with media outlets on behalf of SMP
- Purchase of selected ad placements
- Confirmation of ad placements
- Payment of ad placements
- Ongoing Optimization of Media
- Regular reporting results to SMP
- Work collaboratively with the larger marketing communications team to insure consistency of message; and to negotiate additional PR opportunities/events
- Other activities as needed to support the overall growth strategy

Terms and Assumptions:

1. Term begins January 1, 2019.
2. Term: Twelve months, automatically renewed unless either party provides written notice to the other of termination at least sixty days prior to the expiration of the then current term.
3. Planning, Digital Channel set-up & Analytics fees are fixed. Buying fees are based upon annual spend:
 - a. Media Planning
 - i. Initial Planning will include design and develop an initial media schematic plan.
 - ii. Once initial schematic plans are approved, design and develop full media plan to address clients marketing goals for the relevant period. After presentation of the full year plan, we will provide a revision based upon client input. Fees for initial schematic, full media plan and a revision will be based on client goals/ media spend and due 30 days post approval of full year media plan. The fee for planning is \$25,025.
 - iii. Should SMP request any additional planning or subsequent revisions (such as those based upon budget cut), we will estimate the time involved and present a separate SOW and associated fees for the work requested. Work will only be executed after signed SOW. Fees will be due 30 days post signature.
 - b. Media Buying will include placement of all media including Video, Print, Digital Display, Native, Direct marketing, and various Events/Promotions utilizing added value from considered media properties. Payment shall be due within 30 days of the invoice date. Media Buying fees are structured based upon annual spend.
 - i. If gross media budget is \$500,000 or more, the fee is 19% of Gross media placed
 - ii. If gross media budget is less than \$500,000, the fee is 20% of Gross media placed
 - c. Digital Channel Set-up fees. As it requires substantial time to properly set up each digital channel so that it can track Key Performance Indicators, Agency will install and implement a program for SMP for each approved media channel. Cost is estimated upon initial discussion and scoped out in a separate attached SOW Appendix. Estimates may change based on actual media channels utilized. Work will only be executed after signed SOW. Fees will be due 30 days post signature.
 - d. Tracking/Analytics – hillSTORY Media will bill an hourly rate of \$175 for Analytics performed and will be issued to SMP on a monthly basis. Cost estimates and scope are provided in a separate attached SOW Appendix. Estimates may change based on actual media channels utilized as well as if robust analytics are required. Monthly analytic fees will be billed quarterly. Payment of these invoices is due within 30 days of the invoice date.
 - e. 3rd party Digital Serving on Monthly Basis - If Agency engages a third-party company to traffic or serve digital media, Agency will inform SMP in writing, the expected costs of the proposal and obtain written approval prior to initiation. Any third-party invoices reflecting charges incurred by Agency will be billed to SMP and shall not include any mark-up. Payment of these invoices is due monthly within 30 days of the invoice date.

Legal Relationship Details

1) Payments

- a) The Client will be solely liable for payment of all vendor invoices until the Agency has been paid by the Client for those invoices. The Agency shall be solely liable for payment of all vendor invoices once the Agency has been paid for those invoices by the Client. Sequential liability is endorsed by the American Association of Advertising Agencies.

2) Legal

- a) The Agency is authorized to enter into media contracts for time or space on behalf of the Client, provided they have written authorization from the Client.
- b) Each party shall not, without the express written permission of the other, reveal or otherwise make available to any other person or entity any confidential information or trade secrets regarding each other's products, services, business, customers, or methods of operation which were derived directly from either party during the term of this SOW, unless required to disclose the same by law or unless such information becomes public through no fault of the other party.
- c) At such time that work that Agency has performed for the Client becomes public, the Client agrees to allow Agency to publicize the work/client name/logo for Agency's benefit unless the work is of a confidential nature or would not project a positive image of the client. Agency agrees that such publicity shall not divulge or compromise any trade secrets or confidential information of the Client.
- d) The Client agrees to reimburse Agency for all expenses, including but not limited to, attorneys' fees and court costs, incurred by Agency with respect to the enforcement of any provision contained herein.
- e) Any dispute arising under this Agreement or the termination of this Agreement may be submitted by either party to arbitration in New York, NY, under the commercial rules of the American Arbitration Association before a single arbitrator. Any award will be enforceable in any court of competent jurisdiction and will not be inconsistent with the terms of this Agreement. The non-prevailing party in any arbitration will be assessed the cost of the prevailing party's reasonable attorneys' fees and expenses.
- f) Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations (other than Client's payment obligations) or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, riots, acts of government, acts of war or terrorism, shortage of materials or supplies, or any other cause beyond the reasonable control of such party.

Acceptance

The client named below verifies that the terms of this Statement of Work (SOW) are acceptable, and that the party hereto named is acting with the proper authority of his/her company.

Standard Motor Parts

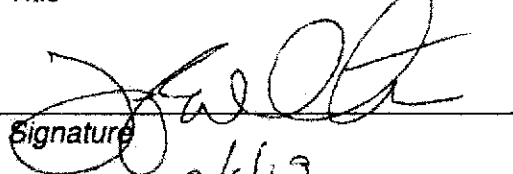
Client company name

JAY ECKSTEIN

Full name

Director Marketing Services

Title



Signature

Date

2/6/17

hllISTORY Media


Client company name

Carol Karpa

Full name

Managing Partner

Title



Signature

1/25/19

Date

TFI Envision

Client company name

Elizabeth P. Ball

Full name

President

Title



Signature

1-25-19

Date

Babcox Media
3550 Embassy Pkwy
Akron, OH 44333
Phone: (330) 670-1234 Fax: (330) 670-7168

TFI Envision/Standard Motor
Elizabeth P Ball

111 Westport Ave
Norwalk, CT 06851

**Thank you for your payment. The following
information provides the details of this transaction.**

Transaction : Sale

Date / Time : 5/30/2019 2:37:06 PM CST

**Invoice # : Prepay June Underhood
Service**

Customer # : 1

PO / Order # : 1

Card Type : American Express

Card Number : XXXXXXXXXXXX2008

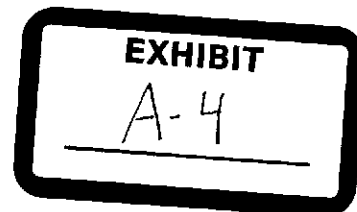
Entry Method : Keyed

Total Amount : 5100.00

Authorization : Approved - 292535

Reference Note:

**Please contact us if you have any questions
or if we can be of further assistance.**



Babco Media
3550 Embassy Pkwy
Akron, OH 44333
Phone: (330) 670-1234 Fax: (330) 670-7168

TFI Envision/Standard Motor Products
TFI Envision

111 Westport Ave
Norwalk, CT 06851

**Thank you for your payment. The following
information provides the details of this transaction.**

Transaction : Sale

Date / Time : 4/10/2019 2:46:27 PM CST

Invoice # : Prepay May 2019

Customer # : 1

PO / Order # : 1

Card Type : American Express

Card Number : XXXXXXXXXXXX2008

Entry Method : Keyed

Total Amount : 5000.00

Authorization : Approved - 253569

Reference Note: Tomorrow's Tech website

**Please contact us if you have any questions
or if we can be of further assistance.**

Babcox Media
3550 Embassy Pkwy
Akron, OH 44333
Phone: (330) 670-1234 Fax: (330) 670-7168

TFI Envision/Standard Motor Products
TFI Envision

111 Westport Ave
Norwalk, CT 06851

**Thank you for your payment. The following
information provides the details of this transaction.**

Transaction : Sale
Date / Time : 4/10/2019 2:45:23 PM CST
Invoice # : Prepay April 2019
Customer # : 1
PO / Order # : 1
Card Type : American Express
Card Number : XXXXXXXXXXXX2008
Entry Method : Keyed
Total Amount : 1173.00
Authorization : Approved - 279130

Reference Note: Import Car eNewsletter

**Please contact us if you have any questions
or if we can be of further assistance.**

Babcox Media
3550 Embassy Pkwy
Akron, OH 44333
Phone: (330) 670-1234 Fax: (330) 670-7168

TFI Envision

111 Westport Ave
Norwalk, CT 06851

**Thank you for your payment. The following
information provides the details of this transaction.**

Transaction : Sale
Date / Time : 5/7/2019 2:48:09 PM CST
Invoice # : 2019-152744
Customer # : 1
PO / Order # : 1
Card Type : American Express
Card Number : XXXXXXXXXXXX2008
Entry Method : Keyed
Total Amount : 12750.00
Authorization : Approved - 247665

Reference Note: Counterman

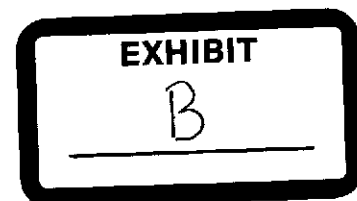
**Please contact us if you have any questions
or if we can be of further assistance.**

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

BABCOX MEDIA, INC.)	CASE NO. 5:19-cv-01786
)	
PLAINTIFF,)	Judge LIOI
)	
vs.)	
)	
)	DECLARATION
TFI ENVISION, INC., ET AL.)	
)	
DEFENDANTS)	
)	

I, Jay Eckstein, hereby declare as follows upon my own personal knowledge, pursuant to 28 U.S.C. § 1746:

1. I am the Director of Marketing Services of Standard Motor Products, Inc. ("SMP"), and have personal knowledge of this matter pursuant to my employment.
2. SMP is an independent manufacturer, distributor, and marketer of replacement parts for motor vehicles primarily in the automotive aftermarket industry. SMP was founded in April 1919 and has its principal executive offices located in Long Island City, NY.
3. In the course of advertising its products, SMP works with various advertising companies, such as TFI Envision, Inc. ("TFI"), to create, coordinate and place its advertisements in various print and online automotive industry publications.
4. SMP has worked with Babcox Media, Inc. ("Babcox") of Akron, Ohio for many years, and Babcox has published SMP's advertising in numerous print and electronic media platforms.
5. In 2018, SMP contracted with TFI to place several advertisements for publication in Babcox media platforms. These advertisements were placed by Babcox as required.
6. In order to compensate Babcox for its media services in 2018, SMP sent payments to TFI for Babcox's invoices, with the expectation that TFI would forward SMP's funds to Babcox in payment for the placement of SMP's advertisements.



7. SMP became aware that in 2017 and 2018 TFI had used third party media agencies, including Della Famina and Karpa Diem. SMP was informed by TFI that Karpa Diem merged with an entity known as Hillstory Media ("HillStory"). SMP was made aware that TFI engaged HillStory to assist it with the placement of its advertisements with Babcox; however, SMP continued to make all payments due relating to such advertisements to TFI. .

8. In early 2019, TFI and Hillstory, acting jointly as the "Agency," provided SMP with a Statement of Work agreement, signed by Elizabeth Ball of TFI and Carol Karpa of Hillstory, whereby TFI and Hillstory were to perform extensive media placement services for SMP for a renewable one year term beginning on January 1, 2019. After SMP learned that neither TFI nor Hillstory had paid Babcox for our orders placed through them in 2018 despite being fully paid by SMP, SMP terminated the Statement of Work agreement for that reason. A true and accurate copy of the joint TFI/Hillstory – SMP Statement of Work agreement is attached hereto as Exhibit 1.

X: 

Print Name: Jay Eckstein

Title: Director of Marketing
Standard Motor Products, Inc.

Statement of Work

Date	January 25, 2018
Client	Standard Motor Parts
Initiative	Media Planning and Buying
Requested by	Phil Hutchens
From	Elizabeth Ball and Carol Karpa

Objectives

hillSTORY Media / TFI Envision will develop a 2019 media plan for Standard Motor Parts; as well as purchase, optimize and provide analytics of the approved plan. Fees and Commission will be applied against the media budget.

Project Scope

This SOW covers the following activities and deliverables:

Media Planning and Buying Services - to develop plan to generate awareness of SMP Products. Services may include (as needed):

- General advice and counsel in the media market
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- Confirmation of ad placements
- Payment of ad placements
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- Regular reporting results to SMP
- Work collaboratively with the larger marketing communications team to insure consistency of message; and to negotiate additional PR opportunities/events
- Other activities as needed to support the overall growth strategy

Terms and Assumptions:

1. Term begins January 1, 2019.
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3. Planning, Digital Channel set-up & Analytics fees are fixed. Buying fees are based upon annual spend:
 - a. Media Planning
 - i. Initial Planning will include design and develop an initial media schematic plan.
 - ii. Once initial schematic plans are approved, design and develop full media plan to address clients marketing goals for the relevant period. After presentation of the full year plan, we will provide a revision based upon client input. Fees for initial schematic, full media plan and a revision will be based on client goals/ media spend and due 30 days post approval of full year media plan. The fee for planning is \$25,025.
 - iii. Should SMP request any additional planning or subsequent revisions (such as those based upon budget cut), we will estimate the time involved and present a separate SOW and associated fees for the work requested. Work will only be executed after signed SOW. Fees will be due 30 days post signature.
 - b. Media Buying will include placement of all media including Video, Print, Digital Display, Native, Direct marketing, and various Events/Promotions utilizing added value from considered media properties. Payment shall be due within 30 days of the invoice date. Media Buying fees are structured based upon annual spend.
 - i. If gross media budget is \$500,000 or more, the fee is 19% of Gross media placed
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 - c. Digital Channel Set-up fees. As it requires substantial time to properly set up each digital channel so that it can track Key Performance Indicators, Agency will install and implement a program for SMP for each approved media channel. Cost is estimated upon initial discussion and scoped out in a separate attached SOW Appendix. Estimates may change based on actual media channels utilized. Work will only be executed after signed SOW. Fees will be due 30 days post signature.
 - d. Tracking/Analytics – hillSTORY Media will bill an hourly rate of \$175 for Analytics performed and will be issued to SMP on a monthly basis. Cost estimates and scope are provided in a separate attached SOW Appendix. Estimates may change based on actual media channels utilized as well as if robust analytics are required. Monthly analytic fees will be billed quarterly. Payment of these invoices is due within 30 days of the invoice date.
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Legal Relationship Details

1) Payments

- a) The Client will be solely liable for payment of all vendor invoices until the Agency has been paid by the Client for those invoices. The Agency shall be solely liable for payment of all vendor invoices once the Agency has been paid for those invoices by the Client. Sequential liability is endorsed by the American Association of Advertising Agencies.

2) Legal

- a) The Agency is authorized to enter into media contracts for time or space on behalf of the Client, provided they have written authorization from the Client.
- b) Each party shall not, without the express written permission of the other, reveal or otherwise make available to any other person or entity any confidential information or trade secrets regarding each other's products, services, business, customers, or methods of operation which were derived directly from either party during the term of this SOW, unless required to disclose the same by law or unless such information becomes public through no fault of the other party.
- c) At such time that work that Agency has performed for the Client becomes public, the Client agrees to allow Agency to publicize the work/client name/logo for Agency's benefit unless the work is of a confidential nature or would not project a positive image of the client. Agency agrees that such publicity shall not divulge or compromise any trade secrets or confidential information of the Client.
- d) The Client agrees to reimburse Agency for all expenses, including but not limited to, attorneys' fees and court costs, incurred by Agency with respect to the enforcement of any provision contained herein.
- e) Any dispute arising under this Agreement or the termination of this Agreement may be submitted by either party to arbitration in New York, NY, under the commercial rules of the American Arbitration Association before a single arbitrator. Any award will be enforceable in any court of competent jurisdiction and will not be inconsistent with the terms of this Agreement. The non-prevailing party in any arbitration will be assessed the cost of the prevailing party's reasonable attorneys' fees and expenses.
- f) Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations (other than Client's payment obligations) or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, riots, acts of government, acts of war or terrorism, shortage of materials or supplies, or any other cause beyond the reasonable control of such party.

Acceptance

The client named below verifies that the terms of this Statement of Work (SOW) are acceptable, and that the party hereto named is acting with the proper authority of his/her company.

Standard Motor Parts

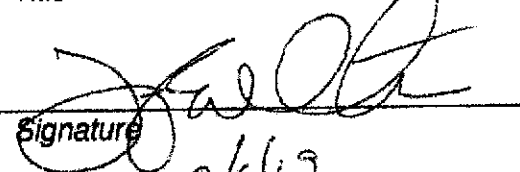
Client company name

Jay Eckstein

Full name

Director Marketing Services

Title



2/6/17

Date

HIISTORY Media

Client company name

Carol Karpa

Full name

Managing Partner

Title



Signature

1/25/19

Date

TFI Envision

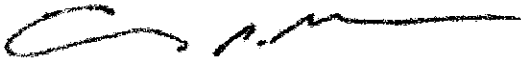
Client company name

Elizabeth P. Ball

Full name

President

Title



Signature

1-25-19

Date